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10 *Attorneys for Defendant Allied World Insurance Company*

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 LAS VEGAS DRAGON HOTEL, LLC, a  
14 limited-liability company, dba ALPINE  
MOTEL; ADOLFO G. OROZCO, an individual;  
15 ERIKA AYALA (aka ERIKA AYALA-  
AGUILAR), an individual; ELITE 1, LLC,  
16 domestic limited-liability company; GALEANA,  
LLC, a Delaware limited-liability company,  
17 CANCUN, LLC, a domestic limited liability  
company,

18 Plaintiffs,

19 v.

20 ALLIED WORLD INSURANCE COMPANY;  
21 and DOES I to XV, insurance brokers, agents  
and claims supervisors and insurers for the  
22 general liabilities of the above-named plaintiffs,

23 Defendants.

Case No: 2:23-cv-00687-APG-VCF

**JOINT STIPULATION REGARDING  
DISPOSITIVE MOTIONS AND STAY OF  
DISCOVERY PENDING DISPOSITIVE  
MOTIONS**

24 Plaintiffs/Counterclaim Defendants Las Vegas Dragon Hotel, LLC d/b/a Alpine Motel,  
25 Adolfo G. Orozco, Erika Ayala a/k/a/ Erika Ayala-Aguilar, Elite 1, LLC, Galeana LLC, and Cancun  
26 LLC (together, "Plaintiffs") and Defendant/Counterclaim Plaintiff Allied World Insurance Company  
27 ("Allied World" and, together with Plaintiffs, the "Parties") stipulate as follows:

28 1. Plaintiffs filed their Complaint in this action in Nevada state court on October 17,

1 2022, asserting causes of action against Allied World for declaratory relief, breach of contract,  
2 breach of the implied covenant of good faith and fair dealing, and violations of the Nevada Unfair  
3 Claims Practices Act. ECF No. 1-2.

4 2. Allied World was served with a copy of the complaint and summons on April 11,  
5 2023. ECF No. 1-3, at 15.

6 3. Allied World removed to this Court on May 2, 2023. ECF No. 1.

7 4. On June 8, 2023, Allied World filed its answer to the complaint and a counterclaim  
8 for declaratory relief, seeking a determination that Umbrella Liability Insurance Policy No. 0311-  
9 5253, which Allied World issued to Paramount Real Estate Group, Inc. for the Policy Period of  
10 November 1, 2018 to November 1, 2020 (the “Policy”), does not afford coverage for a series of  
11 underlying lawsuits filed against one or more of the Plaintiffs arising out of the fire that took place at  
12 the Alpine Motel Apartments in December 2019 (the “Underlying Lawsuits”). *See* ECF No. 14.

13 5. Pursuant to the Scheduling Order entered by the Court (ECF No. 30), the Parties  
14 exchanged Rule 26(a)(1) initial disclosures on September 19, 2023.

15 6. In the interests of judicial economy, the Parties now wish to stipulate to a process by  
16 which discovery is stayed pending the resolution of certain motions on threshold legal issues (the  
17 “Motions”) that may be filed by the Parties pursuant to the terms of this stipulation.

18 7. Plaintiffs, on the one hand, and Allied World, on the other hand, may each file a  
19 Motion seeking summary judgment or partial summary judgment pursuant to Federal Rule of Civil  
20 Procedure 56 on the following threshold issues:

21 (a) whether the Policy affords coverage to any of the Plaintiffs in connection with the  
22 Underlying Lawsuits; and

23 (b) whether the Court’s determination of the issue set forth in Paragraph 7(a) is  
24 dispositive of any or all of the Parties’ causes of action.

25 8. No Party shall oppose any other Party’s Motion pursuant to Fed. R. Civ. P. 56(d) on  
26 the grounds that additional discovery is needed to resolve the threshold legal issues presented by the  
27 Motion.

28 9. The Parties shall use good faith efforts to agree upon a Joint Stipulation of Facts, to

1 consist of facts that the Parties will agree are undisputed solely for purposes of the Motions and  
2 without prejudice to the Parties' right to dispute such facts at a later stage of the case. The Joint  
3 Stipulation of Facts shall be filed no later than November 21, 2023.

4 10. The Parties shall use good faith efforts to agree upon a Joint Appendix, consisting of  
5 the Policy, key underwriting documents, pleadings from the Underlying Lawsuits, and other  
6 documents that may be cited to in support of a Motion and whose authenticity is undisputed. The  
7 Joint Appendix shall be filed no later than November 21, 2023.

8 11. In their Motions, the Parties may not (a) cite to any facts other than those included in  
9 the Joint Stipulation of Facts or established by the documents included in the Joint Appendix; or  
10 (b) rely on any documents other than those included in the Joint Appendix.

11 12. A Party's agreement to include a particular fact in the Joint Stipulation of Facts or to  
12 include a particular document in the Joint Appendix shall not constitute an admission that such fact  
13 or document is material to the issues to be decided in the Motions.

14 13. The Parties shall file their respective Motions with the accompanying memorandum  
15 of law required by Local Rule 7-2 and statement of facts required by Local Rule 56 by November  
16 30, 2023.

17 14. The Parties shall file their respective responses to a Motion with the accompanying  
18 memorandum of law required by Local Rule 7-2 and statement of facts required by Local Rule 56 by  
19 December 21, 2023.

20 15. The Parties shall file any replies in support of a Motion by January 10, 2024.

21 16. All deadlines in the Scheduling Order (ECF No. 30) are vacated.

22 17. All additional discovery in this action will be stayed from the date of this stipulation  
23 through a decision on the Motions.

24 18. In the event that the Court determines, in ruling on the Motions, that Allied World is  
25 entitled to a judgment declaring that the Policy does not afford coverage to any of the Plaintiffs in  
26 connection with the Underlying Lawsuits but that issues of fact preclude the entry of judgment on  
27 Plaintiffs' Third and/or Fourth Causes of Action for, respectively, "Bad Faith" and "Violation of  
28 Provisions of the Nevada Unfair Claims Practices Act (UCPA)", Plaintiffs—with Allied World's

consent—will file a voluntary dismissal of Counts III and IV pursuant to Fed. R. Civ. P. 41(a)(1)(ii), with prejudice and with each side to bear his, her, or its own attorney fees’ or costs.

19. In the event that the Court determines, in ruling on the Motions, that the Policy affords coverage to one or more of the Plaintiffs in connection with the Underlying Lawsuits, the Parties will promptly meet and confer about how to proceed and will file a Joint Status Report with the Court within 30 days of the Court’s ruling on the Motions.

**WILEY REIN LLP**

DATED this 16th day of November, 2023.

/s/ Elizabeth E. Fisher

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DATED this 16th of November, 2023.

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*Attorneys for Plaintiffs*

**ORDER**

**IT IS SO ORDERED**



UNITED STATES ~~DISTRICT~~ JUDGE  
Magistrate

Dated 11-17-2023.